Section 300 of the Penal Code and the relevant limbs thereof read as follows:

> Except in the cases hereinafter excepted culpable homicide is murder –
>
> (a) if the act by which the death is caused is done with the intention of causing death;
> (b) if it is done with the intention of causing such bodily injury as the offender knows to be likely to cause the death of the person to whom the harm is caused;
> (c) if it is done with the intention of causing bodily injury to any person, and the bodily injury intended to be inflicted is sufficient in the ordinary course of nature to cause death; or
> (d) ...

Counsel for the appellant further submitted that it was unsafe to rely on the evidence of Tan Chai Mui on a number of grounds. She had discovered on 14 November 1983 at the CID that he was a married man and it was not without significance that she was angry and that it was after this that she had made the statement incriminating the appellant in that material respect. She was also his creditor. Further, counsel observed that it was very odd that Tan Chai Mui had omitted recording the material parts of the alleged telephone conversation as to the appellant's intention.

Finally, counsel for the appellant submitted that the trial judges had failed to find, as they were required to under limb (c) of s 300 of the Penal Code, that the appellant had inflicted a particular injury which in the ordinary course of nature would cause death; in other words, that the inflicting of the injury was not accidental or unintentional or that some other kind of injury was intended. For that submission, he relied on the relevant part of the judgment of this court in *Mimi Wong & Anor* v *PP*[1] (at p 78).

In reply, the DPP submitted that it was up to the trial judges on the evidence to accept or reject the evidence of Tan Chai Mui. They accepted her evidence and had given reasons for doing so. He further submitted that the way the appellant had assaulted the deceased was further evidence of the clear and indisputable intention to kill Madam Chong. He said the injuries and the manner they were inflicted spoke for themselves. The striking of the head was followed by the manual act of strangulation. With regard to the submission that the trial jduges had not specifically found that the appellant had intended to inflict a specific injury to come within limb (c) of s 300 of the Penal Code, the DPP in answer submitted that the trial judges in their judgment read as a whole must have in mind the fatal injuries suffered by Madam Chong and that there was really in substance no confusion on this point. The DPP finally submitted that the evidence clearly established murder either under limb (a) or limb (c) of s 300 of the Penal Code.

We came to the conclusion that the appeal must be dismissed. We accepted the submissions of the DPP which effectively answered the points raised in the appeal.

Appeal dismissed.

Solicitors: *Loh Lin Kok.*

Reported by *Terence Tan Bian Chye*

Philips Singapore Pte Ltd v Han Jong Kwang & Anor

HIGH COURT (SINGAPORE) – APPEAL IN DC SUIT NO 8893 OF 1987
CHAN SEK KEONG J
7 APRIL 1989

Partnership – Whether partner responsible for debts of firm incurred after retirement – Whether registration of retirement constituted constructive notice – Business Registration Act (Cap 32, 1985 Ed), s 12(1) – UK Partnership Act 1890, s 36(1)

The deputy registrar of the district court had given leave to the plaintiffs to enter final judgment in the sum of $13,969 being the balance payable for goods sold and delivered to by the plaintiffs to the partnership firm of HPEC. The second defendant's defence was that he was not liable for the goods sold and delivered after his retirement from the partnership on 9 May 1987 and that he had caused particulars of his retirement to be registered in the Registry of Businesses. There was no evidence as to when the particulars were lodged. The deputy registrar found that the plaintiffs did not have actual notice of the second defendant's retirement. The only issue was whether the registration of the retirement of a partner under s 12(1) of the Business Registration Act constituted constructive notice to the plaintiffs.

Held, dismissing the appeal:

(1) The UK Partnership Act stated that a person dealing with a firm is entitled to treat all apparent members of the old firm as still being members of the firm after a change in the firm until he has notice of the change.

(2) The word 'apparent' in the Act does not mean apparent from any statutory record but apparent in contrast with a dormant partner. The statutory requirement of registration would make it difficult for a dormant partner to plead that he was not known as a partner but it would not make it easier for an apparent partner to plead that the registration of the fact of his retirement is notice to third parties who deal with the partnership. The mere fact of registration of retirement therefore did not give notice to third parties of that fact.

Cases referred to

1 *Re Siew Inn Steamship Co* [1934] MLJ 180 (distd)
2 *Re Chop Yew Seong* [1958] 1 MLJ 239 (distd)
3 *Hup Aik Tin Mining Co* v *Kam Hoy Trading* [1969] 1 MLJ 93 (distd)
4 *Tan Sin Moh* v *Lebel Ltd* [1988] 2 MLJ 51 (distd)

Legislation referred to
Business Registration Act (Cap 32, 1985 Ed) s 12(1)
Partnership Act 1890 [UK] s 36(1)

Francis Teoh for the second defendant/appellant.
Sin Lye Kuen for the plaintiffs/respondents.

Cur Adv Vult

Chan Sek Keong J: This is an appeal by the second defendant against the decision of the deputy registrar of the district court giving leave to the plaintiffs to enter final judgment in the sum of $13,969 being the balance payable for goods sold and delivered by the plaintiffs to the partnership firm of HP Electronics Centre, from 3 April 1987 to 28 May 1987.

The second defendant's defence was that he was not liable for goods sold and delivered after his retirement from the partnership on 9 May 1987 and that he had caused particulars of his retirement to be registered in the Registry of Businesses. A copy of a document called Instant Information Service obtained in May 1988 was produced but there was no evidence as to when the particulars were lodged. The deputy registrar found that the plaintiffs had no actual notice of the second defendant's retirement and this finding was not challenged.

Accordingly, the only issue before me was whether registration of the retirement of a partner under s 12(1) of the Business Registration Act (Cap 32, 1985 Ed) constituted constructive notice to the plaintiffs. Counsel for the plaintiffs referred me to four local decisions which he contended had settled the point in his clients' favour, viz *Re Siew Inn Steamship Company*;[1] *Re Chop Yew Seong*;[2] *Hup Aik Tin Mining Co* v *Kam Hoy Trading*;[3] and *Tan Sin Moh* v *Lebel Ltd*.[4] Having examined these decisions, I find that none of them was directly concerned with the point in issue. In *Re Siew Inn Steamship Company*,[1] the effect of registration under legislation corresponding to the existing statute was not in issue; the question there was whether the creditor had actual knowledge of the retirement of the relevant partner. In *Re Chop Yew Seong*,[2] the retiring partner had apparently informed the Registrar of Businesses but the retirement was not recorded by the registry officials. In *Hup Aik Tin Mining*,[3] the retiring partner had signed the form of withdrawal to a new partner who had purchased his share but the latter did not send in the said form for registration. In *Tan Sin Moh*,[4] the withdrawal form had been sent to the Registry of Businesses but his retirement was recorded as being with effect from 23 August 1978 instead of 1 February 1976. In each of the last three cases referred to, the creditors were able to rely on the register itself as evidence that each of the relevant defendant was a partner of the firm.

However, there is a statement in *Hup Aik Tin Mining*[3] to support the plaintiffs' argument. There, Barakbah LP said:

> Even if the forms were received by the registrar, in my view, the plaintiffs should have been given notice of the withdrawal by the defendants, and there was no evidence to this effect.

I agree with his statement of the law. It is consistent with s 36(1) of the UK Partnership Act 1890 which provides that:

> Where any person deals with a firm after a change in its construction he is entitled to treat all apparent members of the old firm as still being members of the firm until he has notice of the change.

The expression 'apparent' in s 36(1) does not apparently mean apparent from any statutory record kept in accordance with legislation corresponding to the Business Registration Act but apparent in contrast to a dormant partner. Before partnerships were required to be registered, a dormant partner, who had retired, was not liable for the debts of the partnership accruing after his retirement even though he had taken no steps to inform third parties who were dealing with the partnership. The reason was that he had never been known as a partner to such third parties. The statutory requirement of registration would make it difficult for a dormant partner to plead that he is not known as a partner but it would not make it easier for an apparent partner to plead that registration of the fact of his retirement is notice to third parties who deal with the partnership. In my view, third parties who have dealt with an apparent partner is not deemed to have notice of his retirement by the mere fact of his having notified his retirement in the Register of Businesses.

The appeal was dismissed with costs.

Appeal dismissed.

Solicitors: *Teoh & Co*; *Koh & Yang*.

Reported by *Terence Tan Bian Chye*

Cold Storage Holdings Plc & Ors v The Overseas Assurance Corpn Ltd & Anor

HIGH COURT (SINGAPORE) – SUIT NO 1752 OF 1983
LAI KEW CHAI J
29 MARCH 1988

Insurance – Verbal agreement without cancellation right for insurer – Policy containing cancellation clause for insurer – Whether rectification allowed – Whether broker had knowledge of clause – Whether insured estopped from claiming rectification

Equity – Rectification – Estoppel – Whether insured's action constitute estoppel

The plaintiffs either owned or were otherwise interested in or associated with 'Cold Storage', a shopping complex. They planned to redevelop the building into a bigger complex. For this to be done, site excavation was necessary. This might give rise to